1947

File No. Rent-II/47

K

Legal DEPARTMENT

B BRANCH

Subject:— Rent II.

P 3F

Rules and notifications under the Bombay Rents Hotel Rates and Lodgings House Rates (Control) Act, 1944.

C O N T E N T S.

Legal Department File No. Rents 17/47.

S.No.	Compilation No.	Subject	Pages.
		The Bombay Rents, Hotel Rates and Lodging House Rates Control Act, 1944 -	
1.	U.O. to Hon'ble H.D. No.360, dtd.29.12.47	Sec.13(1) (e) and 15 - Discussion under with ref. to certain Ruling...	1 - 4.

S-Co.
M.V.V.
15/5.

17/5

17/5

1088
26.11.47

Submitted.

H.M.N.D. wants to know what the diecision is in Horsey Estate Ltd., Vs. Steiger (1899) 2 Q.B.p.79. This is a matter for D.branch to look into (especially Librarian) Labrarian may therefore be asked to furnish the decision to H.M.N.D. immediately.

Sd./-
26/11.
A.S.

Put up the volume of 1899, 2 Q.B. p.79.

Sd/- R.V./26.11

Submitted.

2. The Volume in question is put up herewith there is only one copy of the Volume in office.

3. For Orders.

Sd/- .27/11

Sd/- R.V. 27/11
A.S.

The book may be sent to H.M.(H) with request to return it when no longer ~~required.~~ required

Sd/- R.V./27.11.47

S.A.S.

U.O.R. to P.A. to H.M. (Home)

Will R.L.A. please let us know if this ruling will affects any of the provision of our new Act.

Sd/- H.M.
27/11

R.L.A.

4-Co.
D.V.V.
15/5.

* with a books
(1899) 2 Q.B.D.

Office of the R.L.A.

The relevant provisons of the proposed Bombay Rents, Hotel and Lodging House Rates Control Act, 1947, are those contained in sections 13(1)(e) and 15 of the Act. Section 15 ~~xxxx~~ provides that it shall not be lawful for a tenant to sublet the premises let to him or to assign or transfer in any other manner his interest therein. Section 13(1)(e) entitles a landlord to recover possession of any premises if the Court is satisfied that the ~~xxx~~ tenant has sublet the premises or assigned or transferred in any other manner his interest therein. The question for consideration is whether the ruling in Horsey Estate, Limited v.Steiger (1899) 2 Queen's Bench, p.79, affects these provisons. In the case of Horsey Estate, Limited v.Steiger, there was a lease which contained a convenant by the lessees for themselves and their assigns not to assign or underlet the premises without the consent of the lessors, which was not to be unreasonably withheld. Certain assignees of the lease entered into an agreement for the sale thereof by which it was provided that at a certain period, though the purchase might not then be completed, the purchasers should be let into the possession of the premises, and should from that date pay the rents and outgoings in respect of the same. The purchasers were let into possession under that agreement, the purchase remaining uncompleted. It was held that so letting them into possession was not a breach of the covenant against assignment or underletting without the consent of the lessors. The facts of that case were peculiar, and I do not think that the decision therein affects the provisions of our Act. It is true that if a tenant enters into an agreement for the sale of his lease hold rights and puts the purchaser into possession under the agreement, the purchase remaining incomplete, the act of the tenant will not amount to an assignment, or subletting of the premises for the reasons stated in the ruling. But the provisions of our Act bar not only assignment and subletting but also transfer in any other manner his interest by the tenant. In my opinion, when the tenant enters into an agreement of purchase and further in pursuance of that agreement lets the purchaser into possession, he may thereby be said to transfer his interest within the meaning of sections 13(1)(e) and 15 of the Act. The ruling in question, therefore, is not likely to affect the operation of the Act.

Sd/- P.D.Lad.
22/12/47.

Remembrancer of Legal Affairs.

36P.
23/12

Co. M.V.V./15.5

H.M.(H.D)